

Mortgagees' address: 815 Tarboro St.
Rocky Mount, N.C. 27801

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville }

MORTGAGE OF REAL ESTATE

FILED
GREENVILLE CO. S.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEP 15 4 33 PM '80

WHEREAS, Leo A. Mulvaney and Lynda Mulvaney
SONNIE S. TANKERSLEY
R.M.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Walter T. Mears and Etta L. Mears

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Twelve Thousand and no/100-----
Dollars (\$12,000.00) due and payable

as provided in said note

with interest thereon from date at the rate of 10.5% per centum per annum, to be paid: as set forth in said Note.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

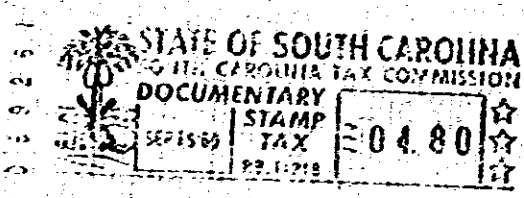
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being shown as Lot 14 on a Map of Pelham Estates thereof recorded in the R.M.C. Office for Greenville County in Plat Book PPP at Page 28 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of St. Augustine Drive, joint front corner of Lots 14 and 15 and running thence with St. Augustine Drive, S. 33-17 W. 44 feet to an iron pin; thence continuing with said drive, S. 22-35 W. 121 feet to an iron pin; thence continuing with St. Augustine Drive as it intersects with Providence Square following the curvature thereof, the chord of which is S. 67-35 W. 35:4 feet to an iron pin on the northern side of Providence Square; thence with Providence Square, N. 67-25 W. 175 feet to an iron pin; thence N. 22-35 E. 257 feet to an iron pin; joint rear corner of Lots 14 and 15; thence with the joint line of said lots, S. 49-23 E. 218.8 feet to the beginning corner.

This being the same property conveyed to the Mortgagor, Leo A. Mulvaney, by deed of M. G. Proffitt, Inc. recorded in the R.M.C. Office for Greenville County on December 3, 1968 in Deed Book 857 at Page 273, and to the Mortgagor, Lynda Mulvaney, by deed of Leo A. Mulvaney, recorded in the R.M.C. Office for Greenville County on September 15, 1980, in Deed Book 1133 at Page 450

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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